

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:00-00000**

**Chapter**

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**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT...**

**Chapter**

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**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT...**

**Chapter**

Docket 0

**Tentative Ruling:**

- NONE LISTED -

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:10-13106 Carole Ann Meikle**

**Chapter 11**

**#1.00** U.S. Trustee's Motion To Dismiss Or Convert Reorganized Debtor's Case Under 11 U.S.C. §1112(B) For Failure To Pay Post-Confirmation Quarterly Fees And File Post-Confirmation Reports

Docket 142

**\*\*\* VACATED \*\*\* REASON: OFF CALENDAR - NOTICE OF  
VOLUNTARY DISMISSAL OF U.S. TRUSTEE'S MOTION TO DISMISS  
OR CONVERT FILED 5-19-2022.**

**Tentative Ruling:**

- NONE LISTED -

<b>Party Information</b>
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**Debtor(s):**

Carole Ann Meikle

Represented By  
Stephen D Johnson  
Stephen W Johnson  
James D. Hornbuckle

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:20-10168 Paul Se Won Kim**

**Chapter 11**

**#2.00 POST-CONFIRMATION STATUS CONFERENCE RE:Chapter 11 Plan of  
Reorganization  
(cont'd from 12-08-21)**

Docket 78

**\*\*\* VACATED \*\*\* REASON: OFF CALENDAR - ORDER GRANTING  
MOTION AND MOTION BY REORGANIZED DEBTOR FOR ENTRY OF  
DISCHARGE AND ENTRY OF FINAL DECREE AND ORDER CLOSING  
CASE ENTERED 5-25-22**

**Tentative Ruling:**

Tentative for 12/8/21:

How is this plan still feasible after the conversion of Talk Venture? Should a similar conversion be done here, and if not, why not?

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

Paul Se Won Kim

Represented By  
Michael Jay Berger

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:20-12963    World of Dance Tour Inc.**

**Chapter 11**

**#3.00    POST CONFIRMATION STATUS CONFERENCE RE: [189] Third Amended Chapter 11 Subchapter V Plan Dated January 7, 2022  
(set from ex parte mtn hrg held on 11-03-21)  
(cont'd from 2-02-22 per order: (1) setting new deadlines and hearing date related to ch 11 plan entered 12-27-21)**

Docket        189

**Tentative Ruling:**

Tentative for 6/8/22:  
A status report would have been helpful.

Appearance: required

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Tentative for 2/23/22:  
The court agrees with the comments of the V Trustee that attempts in the plan or stipulation to plan treatment to circumscribe the powers and duties of the trustee in this or subsequent proceeding are anathema to equity and must be stricken. Rather, if the plan fails it is the province of the trustee and/or the court to determine the appropriate course of action. Are the parties agreeable to modifications in the confirmation order as mentioned in the debtor's brief to achieve confirmation?

Appearance: required

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Tentative for 11/3/21:  
Opposition was only very recently filed on this *ex parte*/shortened time motion. The court observes that several of the deadlines proposed by debtor have already passed and/or are unreasonably short. It would seem likely that new deadlines should be set with input from Sweet Lemons, and Al Hassas, in the interest of moving this case along. Yes, the motion is a procedural

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... World of Dance Tour Inc.**

**Chapter 11**

hash, and the court does not appreciate when counsel make everything into a last-minute emergency; but in the interest of getting this reorganization moving, we might as well seize the opportunity now rather than further complain about delays. In future the court expects adherence to procedure. At the very least the plan should be corrected to remove mention of any creditors who are not really creditors (Paul Mitchell and B of A's PPP loan, per objection?)

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

World of Dance Tour Inc.

Represented By  
Fred Neufeld

**Trustee(s):**

Mark M Sharf (TR)

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:21-11152 Ultimate Towing & Recovery, LLC**

**Chapter 11**

**#4.00 POST-CONFIRMATION STATUS CONFERENCE RE: Chapter 11 Subchapter  
V Voluntary Petition Individual. LLC  
(cont'd from 3-30-22)**

Docket 1

**Tentative Ruling:**

Tentative for 6/8/22:  
Dismiss. Appearance: required

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Tentative for 3/30/22:  
Continue for further status June 8, 2022 @10:00AM.

Appearance: suggested

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Tentative for 12/8/21:  
What is the result of the recent declaration of default on APO and relief of  
stay order? Is the debtor now down by one truck? What is the trustee's basis  
for continued optimism?

Appearance: required

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Tentative for 7/28/21:  
See #4.

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Tentative for 6/23/21:  
Will there be a request for order to combine disclosure with the plan and to



**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... Ultimate Towing & Recovery, LLC**

**Chapter 11**

specify that 1125 does not apply? See §§ 1181(b) and 1187(c). Are we  
ready to set confirmation hearing?

<b>Party Information</b>
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**Debtor(s):**

Ultimate Towing & Recovery, LLC

Represented By  
Michael R Totaro

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:21-12507 DCM-P3, LLC**

**Chapter 11**

- #4.10** Debtor's Motion To: (1) Approve Sale of Real Property Free and Clear of All Liens, Interests, Claims and Encumbrances with Such Liens, Interests, Claims, and Encumbrances to Attach to Proceeds Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approve Overbid Procedures; (3) Determine That Buyer is Entitled to Protection Pursuant to 11 U.S.C. § 363(m); and (4) Provide Related Relief **(cont'd from 6-01-22)**

Docket 88

**Tentative Ruling:**

Tentative for 6/8/22:  
See #5.

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Tentative for 6/1/22:

This is debtor DCM-P3, LLC's ("Debtor") motion to: (1) Approve sale of real property free and clear of all liens, interests, claims and encumbrances with such liens, interests, claims, and encumbrances to attach to proceeds pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approve overbid procedures; (3) determine that buyer is entitled to protection pursuant to 11 U.S.C. § 363(m); and (4) Provide related relief. The motion is opposed by creditors Verde Investments, Inc. ("Verde"), GF Capital and Albert Lissoy. Senior secured creditor Axos Bank ("Axos") filed a separate response to the motion.

**1. Background**

On October 14, 2021 (the "Petition Date"), the Debtor and affiliated debtor Sarina Browndorf ("Ms. Browndorf" and collectively with DCM-P3, the "Debtors") each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Ms. Browndorf's bankruptcy case is pending before this Court as Bankr. Case No. 8:21-bk-12506-TA. DCM-P3 is a community property entity of Ms. Browndorf and her estranged non-debtor husband, Matthew Browndorf ("Mr. Browndorf"). The Debtor manages its financial affairs pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No

**United States Bankruptcy Court  
Central District of California**

**Santa Ana**

**Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... DCM-P3, LLC**

**Chapter 11**

trustee, examiner, or committee has been appointed in either of the Debtors' chapter 11 cases. Debtor is a Delaware entity that was formed in 2015 to hold title to the Property. The Debtor is a disregarded entity for tax purposes, and it does not have any income. The Debtor did not have any bank accounts prepetition, and to the best of Ms. Browndorf's knowledge, the Browndorfs paid the Debtor's obligations, including expenses related to the Property.

Prepetition, on June 16, 2021, Ms. Browndorf filed a dissolution of marriage petition in the Superior Court of the State of California, County of Orange, commencing Case No. 21D003789 (the "Dissolution Action"), which is currently pending and is active and contentious. As of the Petition Date, the family court had not divided assets and liabilities between Browndorfs.

Shortly after the filing of the Dissolution Action, Mr. Browndorf filed an ex parte application with the family court and obtained a temporary restraining order prohibiting Ms. Browndorf from entering the Property, and temporarily giving him full custody of their minor child. Ms. Browndorf successfully opposed the ex parte application and restraining order, which the family court vacated. Thereafter, Ms. Browndorf filed her own motion with the family court seeking a restraining order against Mr. Browndorf. On September 22, 2021, the family court entered a permanent restraining order against Mr. Browndorf for three years. The permanent restraining order also gave Ms. Browndorf sole use of the Property. On October 19, 2021, the family court entered an order granting Ms. Browndorf exclusive management and control of DCM-P3.

At all times during the Browndorf's marriage, Mr. Browndorf was in control of the Browndorfs' finances. Pre-petition, Mr. Browndorf allowed the Property to go into foreclosure, and a foreclosure sale was scheduled for October 18, 2021. However, the Debtors' bankruptcy filings stayed the sale. While Ms. Browndorf placed the Debtor into bankruptcy, Mr. Browndorf has allegedly refused to turn over most books and records or information regarding management of the entity and regarding his communications with the lienholders on the Property. Despite this fact, Ms. Browndorf asserts that she has received sufficient information to contest multiple purported liens against the Property.

There is only one "purchase money mortgage" on the Property, and

**United States Bankruptcy Court  
Central District of California**

**Santa Ana**

**Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... DCM-P3, LLC**

**Chapter 11**

that was in the approximate amount of \$2,800,000 as of the Petition Date as shown in the Debtor's schedules. Mr. Browndorf has allegedly voluntarily encumbered the Property with millions of dollars of disputed liens – even though the borrower(s) under the respective promissory notes are other community property entities and, Debtor argues, there is no evidence that the Debtor ever received any benefit from these encumbrances. For example, Debtor asserts, community property entity Distressed Capital Management, LLC ("DCM") is the borrower under a loan agreement (the "Verde Note") in favor of Verde and community property entity DCM-P1, LLC ("DCM-P1") is another guarantor; therefore, Debtor argues, they are equally liable for payment of amounts due and owing under the Verde Note.

On January 10, 2022, Verde filed its Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 (Real Property) seeking relief from the automatic stay to pursue its rights under state law as to the Property pursuant to Sections 362(d)(1) and (d)(2) of the Bankruptcy Code. On April 13, 2022, the Court granted the RFS Motion with the relief provided for in the order taking effect on June 6, 2022.

The property was extensively marketed. On March 23, 2022, the Buyer offered to purchase the Property for \$5,500,000. On March 30, 2022, the Debtor submitted a counteroffer to Buyer in the amount of \$5,900,000, which was accepted by Buyer. On or around April 5, 2022, the Debtor accepted an offer for \$6,000,000 from a different potential buyer, however, the potential buyer declined to proceed with the sale during the due diligence period. After the sale to the first buyer fell through, on April 20, 2022, the Debtor accepted the Buyer's offer for \$5,900,000, which was the best and highest offer for the Property at the time. Subsequently, after the Buyer conducted its due diligence, the parties agreed to a reduction of the sale price to \$5,700,000 based on certain costs of deferred maintenance on the Property.

The proposed distributions for sale proceeds are contemplated as follows:

1. Unpaid real property taxes due for the 2021-2022 tax years in the approximate amount of \$28,801.29;
2. A deed of trust in favor of Mortgages Electronic Registrations

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... DCM-P3, LLC**

**Chapter 11**

Systems, Inc., as beneficiary, as nominee for BOFI Federal Bank, in the principal amount of \$2,795,000, recorded on June 26, 2015, which was subsequently assigned to Axos Bank by assignment recorded on July 9, 2020 (the "First Trust Deed").

3. A deed of trust in favor of Michael K. Boone Living Trust and Nancy D. Nashu Living Trust in the amount of \$850,000, recorded on August 8, 2016, which was subsequently assigned to GF Capital Group by assignment recorded on October 24, 2019 (the "GF Capital Trust Deed").

4. A deed of trust in favor of Verde in the amount of \$2,400,000 recorded on November 7, 2016 (the "Verde Trust Deed").

5. A deed of trust in favor of Albert Lissoy in the amount of \$2,255,287 recorded on November 8, 2019 (the "Lissoy Trust Deed").

**2. Legal Standards**

Section 363(b) provides that after notice and a hearing, a trustee may sell property of the estate out of the ordinary course of business. Courts have held that in order to approve a sale, a court must find that the trustee demonstrates a valid business justification, and that the sale is in the best interest of the estate. *In re 240 North Brand Partners, Ltd.*, 200 B.R. 653 (9th Cir. BAP 1996); *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841-42 (Bankr. C.D. Cal. 1991). A sale is in the best interest of the estate when it is fair and reasonable, it has been given adequate marketing, it has been advertised and negotiated in good faith, the purchaser is proceeding in good faith, and it is an arm's length transaction. *Wilde Horse Enterprises*, 136 B.R. at 841. The *Wilde Horse* court goes on to explain that good faith encompasses fair value and further speaks to the integrity of the transaction. Bad faith would include collusion between the seller and buyer or any attempt to take unfair advantage of any potential purchasers. *Id.* at 842. The opponents do not raise any serious question about the good faith of the transaction, but more to the question of whether liens are in "bona fide dispute" within the meaning of §363(f)(4).

**3. Should The Sale Be Approved Under §363(f?)**

**United States Bankruptcy Court  
Central District of California**

**Santa Ana**

**Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT...**

**DCM-P3, LLC**

**Chapter 11**

As noted, the motion faces significant opposition. The senior secured creditor, Axos, will apparently be paid in full from proceeds of the sale, but the other secured creditors may not. Verde, a secured creditor with a third position claim argues that the sale provides no benefit to anyone except Sarina Browndorf (who has apparently been living at the Property rent free during this bankruptcy), and the estate's professionals. Furthermore, Verde argues that there is no actual basis for disputing Verde's lien on the Property and the adversary proceeding purporting to dispute the lien is merely a pretext to support the sale motion under §363(f)(4). Next, Verde argues that it is undisputed that the Debtor served as a guarantor of the loan made by Verde to Debtor's affiliate, Distressed Capital Management, LLC ("Borrower"), and it is well-settled that property pledged by a guarantor and encumbered to secure repayment of another is valid and enforceable (assuming the underlying obligation is legitimate). Debtor's claim that Verde's lien is "fraudulent" is not supported by law or fact. Specifically, Verde argues that the loan transaction of which Debtor complains would require this Court to review and second guess the orders of two other Federal Courts. In particular, the loan transaction was allegedly entered into pursuant to a FRBP 9019 order entered by the United States Bankruptcy Court for the District of Arizona, wherein that Court approved the very Loan Documents that Debtor now challenges, and specifically found that the parties "negotiated and entered into the Settlement Agreement ... in good faith, and it was the product of arms' length, non-collusive negotiations." Moreover, Verde argues, the United States District Court for the District of Arizona has likewise entered judgment against Sarina Browndorf on the very Loan Documents that Ms. Browndorf now contests in this court. Therefore, Verde argues, there is no bona fide dispute as to the validity or the enforceability of the Loan Documents. Verde also argues that the request to extend the RFS Order should be denied because (i) a Notice of Sale has not been recorded and, therefore, a foreclosure sale cannot proceed before the scheduled closing date; (ii) the Court has already granted relief from stay pursuant to Code sections 362(d)(1) and (d)(2), and Debtor has not demonstrated cause for an alternation of that Order; and (iii) delaying the effectiveness of the RFS Order does not benefit the Debtor or the estate; to the contrary, it only benefits Ms. Browndorf. Finally, Verde argues, if the sale is approved over Verde's opposition, Verde is entitled to adequate protection payments.

**United States Bankruptcy Court  
Central District of California**

**Santa Ana**

**Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT...**

**DCM-P3, LLC**

**Chapter 11**

Creditors GF Capital and Lissoy opposed the motion on several similar grounds. These creditors argue that the bankruptcy was only filed to stave off a foreclosure by GF Capital and no one but Sarina Browndorf has benefitted by the “bad faith” filing. GF Capital raises concerns that Debtor’s counsel might have a conflict as counsel represents both the owner of the Property (Debtor) and the occupant (Sarina) who has been living at the Property rent free while no payments have been made to any secured creditors. GF Capital and Lissoy also note that Debtor was supposed to have filed a plan and disclosure statement by March 30, 2022, but that has not occurred. Like Verde, GF Capital and Lissoy assert that the adversary proceedings purporting to dispute the secured liens are merely pretext for the sale motion, but GF Capital and Lissoy argue that no one is presently discharging the duties of care owed to creditors like GF Capital and Lissoy. Finally, GF Capital and Lissoy argue that none of the applicable subsections in §363(f) apply here. These creditors do not consent to the sale, the Property is massively over encumbered and the proposed sale price would not cover payment to junior secured lienholders, and as discussed above, the liens of junior creditors are not in bona fide dispute. Thus, these creditors argue, the motion should be denied.

**4. What to Do?**

These are certainly troubling allegations and aspects that the court does not view lightly. The timing of the adversary proceedings is certainly suspicious, but the merits of those adversary proceedings are not currently before the court. It seems beyond doubt that the sale will not generate sufficient funds to pay all secured creditors, which would obviously leave nothing for unsecured creditors unless the junior secured liens are invalidated or substantially reduced. But in order for that to happen, Debtor would have to either prevail in the adversary proceedings or obtain a favorable settlement. But the Code does not seem to require that a disputed lien be removed via judgment, before a sale, only that the court find the dispute to be bona fide. The court does not know what Debtor’s realistic prospects are for such outcomes. What also appears undisputed is that the primary beneficiary of both the bankruptcy filing and the proposed sale will be Sarina Browndorf, who is also a chapter 11 debtor herself, and it is not clear what, if anything, remains to be done in this case after sale of the primary if not sole asset. That in turn may be a function as to how viable the adversary proceedings turn out



**United States Bankruptcy Court  
Central District of California**

**Santa Ana**

**Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... DCM-P3, LLC**

**Chapter 11**

to be. The court is also troubled to hear that during the pendency of this case, secured creditors have not been paid, and so Ms. Browndorf has been effectively occupying a multi-million dollar mansion for months rent- free. The court is also not happy that no plan is on file in this case (something was filed in the Browndorf case?) despite a deadline and any prospects in this case seem very distant on this record. The court notes that a motion to extend the deadline to file a plan is on calendar for June 22.

**5. Continue?**

The court notes that Verde (joined by GF Capital and Lissoy) filed a motion to dismiss the adversary proceedings filed by Debtor. The motion to dismiss is on calendar for June 8, just a week after this motion is set for hearing. As the court reads it, this sale motion is heavily dependent on a finding that the junior creditors' secured liens are in bona fide dispute, but on this very thin record the court is unable to judge the bona fides of these disputes. Debtor and Ms. Browndorf argue that it is unclear that debtor got any value at all in return for massive encumbrance of its sole asset. But does that suffice to dispute a loan guaranteed by Debtor and an encumbrance agreed to lawfully? What effect or weight should be given to the reported review of the transaction(s) by another court? Those questions seem very unclear. If the motion to dismiss is successful, that could open the door for the other consequences as well. On the other hand, if the motion to dismiss fails, depending on how developed is the record, that could be enough to find that disputes are indeed bona fide. The sale itself at \$5.7 million does not seem out of line or lacking in adequate marketing, and the price seems within the range of reasonable. But on this record the court is left unconvinced on the predicates of a sale free of liens under §363(f)(4), but that could change once the motions to dismiss are heard and that record considered. On the question of adequate protection raised by the junior lienholders, the only thing that needs protection is the secured portion of a claim, which under these numbers seems to be a lot smaller than the full amount, and depending on who is asking, maybe zero.

Continue to June 14 @ 10:00 a.m.

Appearance: required

<b>Party Information</b>
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**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... DCM-P3, LLC**

**Chapter 11**

**Debtor(s):**

DCM-P3, LLC

Represented By  
Susan K Seflin  
Steven T Gubner  
Jessica L Bagdanov

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:21-12507 DCM-P3, LLC**

**Chapter 11**

**#5.00** Motion to Dismiss Pursuant to 11 U.S.C. 1112(b) Or, In The Alternative,  
To Remove Debtor-In-Possession

Docket 100

**Tentative Ruling:**

Tentative for 6/8/22:

Of course this requested dismissal needs to be considered in light of the \$5.7 million offer that has been urged by the debtor.

Problem 1: This seems like a market price or reasonably close for the Black Hawk property, but it would apparently not pay off all of the liens. This is a problem since the total of liens is over \$12.5 million. Only the first, second, and possibly some of the third lien of Verde stands to get anything out of escrow. Of course the junior liens could consent to the sale but no one seems inclined to do so.

Problem no. 2: Verde's motion for relief of stay was granted and the extended effective date of June 6 has now passed, so with Verde no longer constrained by the automatic stay the future and viability of this offer is unclear. The court is aware that the debtor has filed a motion to reimpose the stay (or to extend the stay) for hearing June 22, but this may be too little too late, and probably does not fix the other problems discussed below.

Problem No. 3: for the sale order to be free of liens under §363(f)(4) the questioned liens have to be in bona fide dispute, but thus far the debtor has not shown any substantial basis for such a finding. The only attempt at this argument was an oblique reference to the liens having been arranged by Mr. Browndorf but with proceeds not accounted for. But if Mr. Browndorf was the duly authorized officer of the corporation(s) arranging the transaction(s) it is not clear to the court that this makes the lien(s) in bona fide dispute. At best it makes the recipients fraudulent conveyance transferees. So, this brings us around to the continuing purpose of this case as a chapter 11 reorganization. While adversary proceedings are underway it is not clear why a Chapter 7 trustee could/should not prosecute those to the extent they have net value.

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... DCM-P3, LLC**

**Chapter 11**

The court is not really seeing it, but will hear argument.

No tentative.

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

DCM-P3, LLC

Represented By  
Susan K Seflin  
Steven T Gubner  
Jessica L Bagdanov  
Jessica Wellington

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:20-10269 Rafik Youssef Kamell**

**Chapter 11**

**#6.00** Motion for Order: (1) Authorizing Sale of Real Property (10282 Ambervale Lane, Santa Ana, CA 92705) Free and Clear of Liens and Interests; (2) Approving Overbid Procedures in Connection with the Proposed Sale; (3) Confirming Sale to the Third Party Purchaser; (4) Determining that the Buyer is a Good Faith Purchaser; (5) Authorizing the Withholding and Remittance of Estimated State Income Taxes Arising from the Sale; and (6) Waiving the Fourteen Day Stay Prescribed by Federal Rule of Bankruptcy Procedure 6004(h)

Docket 290

**Tentative Ruling:**

Tentative for 6/8/22:

This is the debtor's motion for sale free of liens under §363(f) of the property commonly known as 10282 Ambervale Lane., Santa Ana for the opening price of \$2,775,000 less a buyer credit of \$7500, subject to overbids. Wilmington Savings, the first trust deed holder, does not oppose provided it is paid from escrow. The IRS holds a junior lien and has filed a limited opposition. There are disputes over the amount of IRS's liens on such issues as penalties and whether the lien trumps the claim of homestead. But those questions can be decided at a later time; for now it is sufficient to characterize IRS's lien claim as "In *bona fide* dispute" and thus qualified for treatment under §363(f)(4), with the lien attaching to proceeds.

*Grant*

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

Rafik Youssef Kamell

Represented By  
Robert P Goe  
Lisa Nelson

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:20-13309 Richard Lawrence Spix**

**Chapter 11**

**#6.10** Debtor Richard Spix's Emergency Motion Pursuant to 11 U.S.C. §§ 105(a), 349, and 1112(b) for Entry of an Order: (I) Dismissing Chapter 11 Case; and (II) Granting Related Relief  
**(OST Signed 6-03-22)**

Docket 132

**Tentative Ruling:**

Tentative for 6/8/22:  
Grant absent filed opposition.

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

Richard Lawrence Spix

Represented By  
Brett Ramsaur

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**8:21-12506 Sarina Browndorf**

**Chapter 11**

Adv#: 8:22-01020 Browndorf v. Browndorf et al

**#6.20** Order To Show Cause Why Matthew Browndorf Should Not Be Held In Civil Contempt For Violation Of This Court's Preliminary Injunction Order  
**(cont'd from 5-25-22)**  
**(advanced to 6-08-22 @ 10:00 a.m. from 6-08-22 at 11:00 a.m.)**

Docket 0

**Tentative Ruling:**

Tentative for 6/8/22:

The late report from Mr. Lanes and the opposing declaration from Mr. Browndorf's divorce counsel do not shed much light on the situation. Further, please do not file pleadings the day before a hearing as this imposes unwarranted burdens on the court and staff. While the court cannot discern exactly what is being done here and by whom, it seems pretty clear that Mr. Browndorf is not showing the enthusiastic and proactive cooperation one might have expected. For example, access to all of the entity bank accounts ought to be fairly easy. That some of the statements might or might not be in the family residence should not be a barrier or, frankly, even an issue. We live in a computerized age and all of these records must be computerized. Mr. Browndorf is very likely the bank customer or authorized signatory and presumably knows the passwords and can get them from the bank. Why has that part of the turnover not happened yet? Moreover, it does not lie with counsel for Browndorf to question or argue why Mr. Lanes needs any category of documents. He obviously is trying to piece together a huge jigsaw puzzle with an eye to identifying and preserving value, and he, not counsel, should decide what is reasonably necessary to get there. So, are we at a juncture where the court has to levy sanctions to unstick the mechanisms, or can we do this cooperatively and consensually?

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Tentative for May 25, 2022:

The Debtor's unilateral status report raises some very troubling questions. Is Mr. Browndorf looking for clever (but ultimately counterproductive) ways to

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... Sarina Browndorf**

**Chapter 11**

defy this court's order? Why was the court not informed about the effort reportedly involving Mr. Wall (Mr. Browndorf's counsel) to obtain a receiver for Plutos Sama outside of the domestic court's order? Appearance required.

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Tentative for 5/10/22:

The resignation of Mr. Masse has made this issue of contempt rather hard to adjudicate. The alleged contemnor professes a desire to cooperate within the confines of some kind of protective order/ nondisclosure agreement, lest alleged confidential covenants be breached resulting in liability against the entities. This sounds reasonable and should be doable if the parties approach the problem with a spirit of cooperation. The court is aware that a new CRO has been appointed, and so another opportunity for cooperation seems appropriate, certainly before the rather onerous task of evaluating willful defiance is taken up. Continue.

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

Sarina Browndorf

Represented By  
Susan K Seflin  
Steven T Gubner

**Defendant(s):**

Matthew Browndorf

Represented By  
William J Wall

Plutos Sama Holdings, Inc.

Pro Se

Christiana Trust

Pro Se

Distressed Capital Management,

Pro Se

DCM-P1, LLC

Pro Se

LNREPO 2021 LLC

Pro Se

DCM-P3, LLC

Pro Se

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

10:00 AM

**CONT... Sarina Browndorf**

**Chapter 11**

Melvin Marc Browndorf

Pro Se

Elsbeth Bonnie Browndorf

Pro Se

**Plaintiff(s):**

Sarina Browndorf

Represented By  
Susan K Seflin  
Jessica L Bagdanov  
Jessica Wellington



**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

11:00 AM

**8:19-11153 Harry L Morris, Jr.**

**Chapter 11**

**#7.00** Final Fee Application For Compensation For Period: 7/15/2019 to 1/14/2022:  
(cont'd from 3-23-22)

**CAROLINE S KIM, DEBTOR'S ATTORNEY:**

**FEE: \$78,972.00**

**EXPENSES: \$1537.02**

Docket 245

**Tentative Ruling:**

Tentative for 6/8/22:  
Allow as prayed. Appearance: required

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Tentative for 3/23/22:  
Continue at request of Ms. Kim.

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

Harry L Morris Jr.

Represented By  
Caroline S Kim

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

11:00 AM

**8:19-11153 Harry L Morris, Jr.**

**Chapter 11**

**#8.00** Application For Compensation For Payment Of Postpetition Administrative Fees.  
(cont'd from 3-23-22)

**CALIFORNIA BUILDERS REMODELING AND REAL ESTATE, INC.**

**FEES: \$12,997.46**

Docket 249

**Tentative Ruling:**

Tentative for 6/8/22:

This is the Application of California Builders Remodeling (a company wholly owned by the debtor) for allowance of an administrative claim in the sum of \$12,997.46. This sum is materials cost for certain repairs and improvements done on the 8121 Wenlock Circle, Huntington Beach property, which later was sold at \$1,135,000. According to the testimony of broker Keith Nichols as shown in his declaration offered by applicant, the combination of an improving market and the repairs allowed the price to come up into a zone satisfactory to all parties. If one assumes a starting point of around \$1 million, as obliquely implied by the broker, a substantial increase was enjoyed by the estate although how much of that is attributable to the repairs alone is left unclear. The transaction should not have been done this way; in view of the insider relationship it would have been much better to have obtained a court order authorizing debtor to do the work, rather than rely upon a "value conferred" analysis under §503(b) after the fact. However, three factors persuade the court to allow the sum anyway: 1. it is relatively modest in amount and 2. it does appear to have been necessary to obtain a sale of the property without what would likely have been a substantial discount and 3. applicant waives the cost of labor, which did effect a savings to the estate. It is just important enough of a question to warrant further disputes.

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

11:00 AM

**CONT... Harry L Morris, Jr.**

**Chapter 11**

*Allow as prayed.*

Appearance: suggested

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Tentative for 3/23/22:  
Continue at request of Ms. Kim.

Appearance: required

<b>Party Information</b>
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**Debtor(s):**

Harry L Morris Jr.

Represented By  
Caroline S Kim

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

11:00 AM

**8:21-12506 Sarina Browndorf**

**Chapter 11**

Adv#: 8:22-01020 Browndorf v. Browndorf et al

**#9.00** Order To Show Cause Why Matthew Browndorf Should Not Be Held In Civil Contempt For Violation Of This Court's Preliminary Injunction Order  
**(cont'd from 5-25-22)**

Docket 0

**\*\*\* VACATED \*\*\* REASON: ADVANCED TO 6-08-22 AT 10:00 A.M.  
PER COURT'S OWN MOTION**

**Tentative Ruling:**

Tentative for May 25, 2022:

The Debtor's unilateral status report raises some very troubling questions. Is Mr. Browndorf looking for clever (but ultimately counterproductive) ways to defy this court's order? Why was the court not informed about the effort reportedly involving Mr. Wall (Mr. Browndorf's counsel) to obtain a receiver for Plutos Sama outside of the domestic court's order? Appearance required.

-----  
Tentative for 5/10/22:

The resignation of Mr. Masse has made this issue of contempt rather hard to adjudicate. The alleged contemnor professes a desire to cooperate within the confines of some kind of protective order/ nondisclosure agreement, lest alleged confidential covenants be breached resulting in liability against the entities. This sounds reasonable and should be doable if the parties approach the problem with a spirit of cooperation. The court is aware that a new CRO has been appointed, and so another opportunity for cooperation seems appropriate, certainly before the rather onerous task of evaluating willful defiance is taken up. Continue.

Appearance: required

<b>Party Information</b>
--------------------------

**Debtor(s):**

Sarina Browndorf

Represented By  
Susan K Seflin

**United States Bankruptcy Court  
Central District of California  
Santa Ana  
Theodor Albert, Presiding  
Courtroom 5B Calendar**

**Wednesday, June 8, 2022**

**Hearing Room**

**5B**

11:00 AM

**CONT... Sarina Browndorf**

Steven T Gubner

**Chapter 11**

**Defendant(s):**

Matthew Browndorf

Represented By  
William J Wall

Plutos Sama Holdings, Inc.

Pro Se

Christiana Trust

Pro Se

Distressed Capital Management,

Pro Se

DCM-P1, LLC

Pro Se

LNREPO 2021 LLC

Pro Se

DCM-P3, LLC

Pro Se

Melvin Marc Browndorf

Pro Se

Elsbeth Bonnie Browndorf

Pro Se

**Plaintiff(s):**

Sarina Browndorf

Represented By  
Susan K Seflin  
Jessica L Bagdanov  
Jessica Wellington